APPENDIX A.

GROUP 1.

	Security Purchased	Individual Parcel Bid	Market Value[1]
1.	100,000 shares of common stock of Alleghany Corporation	$ 50,000	$ 137,500
2.	"	40,000	137,500
3.	"	30,000	137,500
4.	"	20,000	137,500
5.	"	10.000	137,500
6.	"	12,914	177,556
7.	6,915 shares of preferred stock, Series A, of Alleghany Corporation	28,933	34,011
8.	10,000 shares of the capital stock of Cleveland Railway Company	598,800	640,000
9.	"	598,800	640,000
10.	"	598,000	640,000
11.	10,393 shares of the capital stock of Cleveland Railway Company	622,540	665,152
12.	250 shares of the capital stock of Huron-Fourth Company	1,250	no market value
13.	196 shares of the capital stock of The Long Lake Company	none	no market value
14.	17,000 shares of the capital stock of Terminal Building Company	none	no market value
15.	122,000 shares of the common stock of the Debtor	none	no market value
16.	1,244,580 shares of the common stock of Van Sweringen Corporation	none	no market value
17.	$139,000 certificates of deposit representing bonds of Alleghany Corporation	29,885	31,970
18.	$270,000 second mortgage bonds of The Cleveland Terminals Building Company	none	no market value
19.	$817,460.36 demand notes of The Long Lake Company	25,000	no market value
20.	$278,204.84 demand notes of Metropolitan Utilities, Inc.	none	no market value
21.	$207,176.60 demand notes of Terminal Building Company	none	no market value
22.	$170,430.29 demand note of The Terminal Hotels Company	none	no market value
23.	*$6,261,697.59 demand notes of the Debtor*	*none*	*no market value*
24.	$13,787,000 gold notes of Van Sweringen Corporation	none	no market value
25.	$554,103 demand notes of Van Sweringen Corporation	none	no market value
26.	$2,595,398.85 subordinated note of Van Sweringen Corporation	none	no market value
27.	$1,292,534.72 subordinated note of The Higbee Company	83,333	no market value
28.	$69,673.71 participation in $523,043.51 note of The Higbee Company	52,256	no market value

[1] Computed on the basis of the lowest sale price on September 30, 1935, or, if there were no such sale, the bid price on that date on the exchange (New York or Cleveland) on which the security was listed. Petitioner recognizes, of course, that the Alleghany, Cleveland Railway, and Pittston securities could not have been sold in large blocks at the prices indicated.

The market quotations relating to the Alleghany common stock and the Cleveland Railway stock are based on the record. (R. 36.) The quotations relating to the other listed securities are based on "The Commercial & Financial Chronicle" for September, 1935.

APPENDIX B.

11 U. S. C. A. § 602. *Rejection of executory contract or unexpired lease; assignment of future rent claim.*

In case an executory contract shall be rejected pursuant to the provisions of a plan or to the permission of the court given in a proceeding under this chapter, or shall have been rejected by a trustee or receiver in bankruptcy or receiver in equity in a prior pending proceeding, any person injured by such rejection shall, for the purposes of this chapter and of the plan, its acceptance and confirmation, be deemed a creditor. The claim of the landlord for injury resulting from the rejection of an unexpired lease of real estate or for damages or indemnity under a covenant contained in such lease shall be provable, but shall be limited to an amount not to exceed the rent, without acceleration, reserved by such lease for the three years next succeeding the date of the surrender of the premises to the landlord or the date of reentry of the landlord, whichever first occurs, whether before or after the filing of the petition, plus unpaid accrued rent, without acceleration, up to such date of surrender or reentry: *Provided,* That the court shall scrutinize the circumstances of an assignment of a future rent claim and the amount of consideration paid for such assignment in determining the amount of damages allowed the assignee thereof. July 1, 1898, c. 541, § 202, as added June 22, 1938, c. 575, § 1, 52 Stat. 893.

11 U. S. C. A. § 612. *Same; regulation by court.*

The judge may examine and disregard any provision of a deposit agreement, proxy, power or warrant of attorney, trust mortgage, trust indenture, or deed of trust, or committee or other authorization, by the terms of which an agent, attorney, indenture trustee, or committee purports to represent any creditor or stockholder, may enforce an accounting thereunder, may restrain the exercise of any power which he finds to be unfair or not consistent with public policy and may limit any claim or stock acquired by such person or committee in contemplation or in the course of the proceeding under this chapter to the actual consideration paid therefor. July 1, 1898, c. 541, § 212, as added June 22, 1938, c. 575, § 1, 52 Stat. 895.